

Wouldn't read a lesson that will keep Thy heart from falling and soul from sleep. Go to the woods and hills.—Longfellow.

## CAMPING IN THE WILDERNESS

From the Webster Echo

In the fall of 1818 two young men, John Hambrick and Jeremiah Brooks, of Bath county, Virginia, concluded that they would not engage in the second with Great Britain, either by volunteering or as drafted soldiers. Consequently, they provided themselves with two rifles each, one hundred pounds of lead and half as many pounds of powder, two small axes and a few pots, pans and kettles, and with two pack horses left the settlement, going in a south westerly direction until they came to the headwaters of Gauley river, a tributary of the Great Kanawha, when they descended the stream some distance and crossed the country northwest to a branch of Big Birch river. Here at the mouth of Skyline creek, now in Webster county, West Virginia and some 175 miles from their homes, they established a permanent camp and remained in same until the fall of 1815, when they ventured back to Bath and first learned that the war of 1812 was over. The returned veterans of Bath county, who had served their country faithfully; justly termed them cowards and would not associate with them on terms of social equality. Moreover, the children taunted them for their want of courage and lack of patriotism, and at a public meeting of the citizens near the Cow Pasture river, they were notified to leave the settlement and return from whence they came. This ostracism by their neighbors and publicly expressed sentiment of the people resulted in their disappearance from the county. However, on their departure for their old camp, each married the other's sister and they journeyed with the outcasts. It was ascertained to the credit of the sex, that no other woman in Bath county were willing to accept notorious cowards for husbands. Both reared large families, whose descendants are numerous in that section of country. The youngest son of Jeremiah Brooks is living to day near the old camp, and can give a very intelligent account of their early settlement from personal knowledge and legendary statements received from his father.

During the three years of their first sojourn on Birch river they lived entirely upon the wild game of the country, which was abundant and never failed them. Having brought a few ears of corn with them, they cleared a small spot of ground and attempted to cultivate the grain, but did not get the seed. The grey squirrels in daytime and the deer and racoons at night took the last ear before it was sufficiently matured for reproduction. During their three years' sojourn on the waters of Birch river, they never met a citizen of the country from eastern settlements. By a rough estimate from calculations found on the walls of their dwelling, they had killed 921 deer, 54 bears, 300 racoons, 20 wildcats, 18 panthers, 31 beavers, 27 otters and 110 wild turkeys. A few grey squirrels and rabbits were trapped, as they would not waste ammunition on such small game. Brooks and his companion had many narrow escapes from injury and possibly death in their many encounters with bears and panthers. One night a large panther stealthily climbed to the roof of their camp, and getting on some weak boards, which broke fall through the opening and alighted upon the men sleeping beside the fire. This caused instant commotion and fear at the time, but resulted in no injury to either party, as the panther was quite as anxious to escape from the novel surroundings as the hunters were willing to part with their nocturnal visitor.

On another occasion they found a large bear near the camp in such a manner as to inspire them

and lead in his capture, young Brooks drew his hunting knife and attempted to kill the bear with that weapon alone. The first motion he made with the knife gave the bear an additional wound but not a fatal one. The animal made fierce lunges, rapped Brooks and proceeded to tear him to pieces, which it would have done in a very short time but for the assistance of Hambrick, who rushed to the rescue with his gun, and after getting an opportunity to shoot without injury to his companion, the mass of the rifle was thrust against the bear's head and the gun fired, which released Brooks from the grasp of the enraged animal. With the exception of an ugly and painful wound in the neck made by the bear's teeth and a few scratches from the bear's claws, Brooks was all right. Had he been alone during the encounter this history could not have been written. Heretofore, the campers had been in the habit of hunting alternately, one watching the camp while the other scoured the woods in search of game. Ever after this encounter we have narrated no single hunting was done.

On another occasion a deer had been killed and brought to camp in the evening and hung up, as was usual. During the night a large panther, winding the fresh meat, stealthily approached and commenced devouring the carcass. When aroused by the slight noise it made Walker went to the deer and stepping out was instantly attacked by the animal, but managed to retreat into the building before he was much hurt. Arousing Brooks, one took the gun and the other a pine torch and at the door shot the panther. This was in the spring of the year when such animals raise their young, and it was well known by old hunters that they will fight desperately in procuring food for themselves and cubs. Panthers usually live upon deer meat and are known to watch at night when that animal goes to slake his thirst secrets themselves on logs and trees and at a single spring alight on the back of the unwary deer, crush him to the earth and devour the carcass.

While thus situated in a dense and almost impenetrable forest many miles from the habitation of any one, the two campers entirely neglected to keep a record of the days, weeks and months; consequently they never knew when the Sabbath came, but to their moral credit, as it said, made a practice to observe one day occasionally in which they did not work or hunt. At that time and many years previous that section was well stocked with wild bees, and it was frequently the case that these campers had as many as ten and fifteen trees marked which they cut when their camp supply ran short. The various and exuberant bloom of many wild flowers and that of the forest by which they were surrounded made the bees very rich, as many large cavities in the timber often contained 50 to 100 pounds of the richest honey. In this substantial luxury they never ran short. Consequently, it is seen that with the single exception of bread the campers were well supplied with most of the necessities of life and not a few of the luxuries. The woods abounded in large wild grapes, huckleberries, blackberries, serviceberries and many kinds of palatable nuts, of which they laid in ample supplies for the winter. Within one-half mile of the Brooks camp stood the largest poplar tree that ever grew on the western hemisphere, and in their narrative of camp life both the children of Hambrick and Brooks make mention of this giant of the forest. For nearly a whole century it has attracted attention by its extraordinary proportions, being 27 feet in circumference and containing some 18,000 feet of lumber, being measured. A certain generation of the annual reports showed the tree to be over 1,200 years old.

## How Mose Plead "Not Guilty"

By E. C. SAWYER.

One day last winter I chanced to attend circuit court, in a country town, in Mississippi. From the number of negroes who packed the court room and crowded around the doors, I inferred that something of unusual interest to the "colored" population was about to transpire.

Within the bar, on the prisoner's seat, an old negro leaned eagerly forward, as his attorney argued his plea, "not guilty," before the jury.

Who, gentlemen of the jury, has sworn that he saw this man commit this theft? We have broken every link in the weak chain of circumstantial evidence with which the state has tried to entangle him. Why his neighbor, Tom Jones, swore that he sold him the meat which was found in the defendant's house, and that he shot the hog because it was wild. It is true that Colonel Smith swore that one of his hogs disappeared about December twenty-third, and that about fifty yards from a certain stump, he found blood from that spot to the defendant's cabin. But what of that? This defendant told you, and his wife and brother swore the same—that that was the blood of a coon which he had shot and carried home the day before Smith lost his hog. Give him justice as you would do if he were a white man. He cannot help being black. The leopard cannot change his spots nor the Ethiopian his skin. For twenty years he has been a minister of the gospel. Let him remain free to break the bread of life to Israel." As the lawyer sat down the women, who had been weaving back and forth for some minutes commenced to shout:

"Blessed Lawd!"

"Dat, nos!"

"You'er our Josiah, Beer Mose!"

The sheriff had to threaten to clear the court room before order was restored.

There was perfect silence as the district attorney arose and said:

"Gentlemen of the jury, in closing this case for the state, I only to bring a picture to your minds." Here the prisoner adjusted his brass rimmed spectacles as if to see the picture, and his manner showed that he was determined to let nothing escape him. "The twenty third day of December found Mose Bradley without meat. He was coming to spend Christmas with him. He could not kill the fatted calf—he had none to kill. But Mose did not worry, for only a half a mile away in 'Marse Thompson's' woods were some fat hogs. An hour before sunset he was kneeling behind a large stump in these woods, with his rifle pointing toward a hog, that at some distance away was rooting among the trees." The lawyer with a cane to represent a rifle, knelt behind a chair to mimic the negro's motions. After some minutes of moving to right and left, now raising, now lowering his cane, the attorney took aim for a moment and then fired. At the sound, the dorky, who had been smiling and apparently oblivious to everything else, exclaimed, "Dat's de de way I done it boss!"

The laugh that followed, brought Mose to a realization of what he had done, and as I walked away from the bar, I heard him mutter, "Rigger got no above, no below."—Taylor's Magazine.

## No Trouble to get the Score

Washington, —The Supreme Court of the United States has reversed the decision of the Circuit Appeals of the State of Kentucky in the case of the Adam Express Company vs. the Commonwealth of Kentucky, involving the alleged traffic in whiskey through the instrumentality of the express companies. There were two of the cases, both charging that the express companies were using the privilege of interstate carriage of liquor into the State and in violation of the law.

The opinion in the case was pronounced in the court of the Chief Justice and Justice Brandeis, both of which are pronounced from the liquor traffic by the State prohibition law. It was charged that sales of whiskey had been made in both counties in accordance with a custom under which a big business is done by the express company. In both instances the whiskey was shipped from Cincinnati, O.; but in the absence of any order for its freight the consignment and the record in the one showed that shipments are constantly made in this way and the liquor delivered, and the pay for it collected by the express companies, in the absence of any knowledge by the purchasers as to the name or identity of the shipper. It was further contended that Cincinnati liquor men procure the names of the users of the liquor in the prohibition counties and keep on hand for them at the local express offices a constant supply of intoxicants to be delivered to them whenever paid for, and that the system results in turning many of the express offices into liquor storehouses on a small scale. All the liquor is shipped collect on delivery, and the fact that the companies hold the goods notify the consignees and collect the pay in the absence of any knowledge by the latter of the shippers afforded the ground for the charge made by the State that the express companies were practically vendors of liquor themselves, and therefore, subject to a State law prohibiting them from such traffic. The express companies resisted the proceeding on the plea that they were only common carriers, obliged under their contracts to make collections on C. O. D. packages, and on the ground that inasmuch as the goods are brought into Kentucky from Ohio, any prohibition of the business under State law is an interference with interstate commerce. Justice Brandeis held that the traffic is interstate commerce and hence not subject to State's regulation. Justice Harlan dissented.

## The Antl - Saloon Fight it On

The fight for local option in Stanton seems to be in earnest. The action of the temperance people some weeks since has been followed up by the circulation of petitions, asking the corporation court to order an election. Next Sunday the first speech of the campaign will be delivered, the orator being Dr. Charles W. Kent of the University of Virginia, who will address a mass meeting of men. Dr. Kent is a distinguished speaker and is actively identified with the temperance movement at Charlottesville. A mass meeting of women who are expected to assist in the movement has also been scheduled for next Sunday.—Sponsor.

Suit against the C. and O.

Washington, D. C.—An important hearing of interest to West Virginia coal operators is in progress here before the interstate commerce commission and involves a portion of new Henburn rate law. The Loup Creek Colliery company is on the line of the Virginia Railway, the new Rogers sidewater road in Virginia and West Virginia situated nine miles from Deepwater the junction point of the Virginian railway with the Chesapeake and Ohio railroad. The latter road has refused to prorate their freight rates with those of the Virginian line and compels the Loup Creek Colliery Company to pay ten cents a ton more than the regular tariff is charged. The Colliery company has brought suit before the interstate commerce commission to compel a prorate and the same through rate as is given its competitors.

## Commissioner's Sale

For sale to order of the Circuit Court of Pocahontas county on land in the case of W. J. Yeager, Administrator of Peter D. Yeager against John T. McGraw on the 4th day of April, 1907, the undersigned special commissioner will on Tuesday the 4th day of June, 1907, sell at the front door of the Court House of Pocahontas county, at public auction to the highest bidder 118 1/2 acres of land situated at Travelers Rapids on Greenbrier River in Pocahontas county, West Virginia; said lands are suitable as a town site or farm, and there are under cultivation and would make a desirable farm.

Terms of sale: Said land will be sold for cash or so much there of as will pay the sum of \$2472 00 and the balance from the fund of said estate on the 1st day of August, 1907, until paid.

M. C. McGraw, Special Commissioner.

Notice that the above lands are for sale to the highest bidder on Tuesday, the 4th day of June, 1907, at 10 o'clock a. m.

J. B. G. G. G.

## Real Estate Transfers, May 1-18

Mary A. and Charles H. Street to Ovis Mullens 10 acres 8 acres on Deer Creek, \$450.

E. M. Arbogast and wife to Richard Callahan, 74 acres, Levals district, \$3500.

Ora Daugherty to J. W. McClough, house and lot in Marlinton, West of bridge, \$1100.

Levin G. Baucher and others to D. W. Maurer one half interest in 247 acres on Stamping Creek.

D. W. Maurer to G. O. Mohr, above land.

E. M. Arbogast and wife and Richard Paul and wife to John Ruine and others, timber on 801, 94 and 35 acres on Stamping creek, \$18,000.

Campbell Lumber Co. to D. J. Kline and D. J. Shaffer, 33 acres on Laurel Creek \$360.

I. Bert Collins to E. V. Daullevie, right of way etc. on Little River.

D. J. Kline and D. J. Shaffer to John Burgess, 33 acres on Laurel Creek, \$360.

Mary E. and T. K. Moore to John W. Hevener, 389 acres, Back Alleghany, \$3,000.

Thomas Courtney and others to N. H. Candiff, interest in 111 1/2 acres on Buckley mountain, near Buckeye.

Frances Cundiff to C. M. Kryder and J. M. Hance, 11 1/2 acres on Buckley mountain.

H. B. Landis to E. H. Landis, 4 acres on Indian Draft.

Mattie and A. L. McAlpin, to R. M. Griffin, quit claim to 1 1/2 acres, Moore land near Stony Bottom, 82.

George Preston Moore and others to R. M. Griffin, lot 1 Moore land, \$225.

R. F. Conrad and wife to John Will Carpenter, lot in west Cass.

J. Henry Whitman to W. S. Taylor, interest in Lee Burner land, Little River.

W. S. Taylor and wife to A. C. W. L. and others, 1003 acres near Braucher, \$35,000.

Nannie and Rachel Beard to Dr. O. W. McNeel, Shearer property Academy, \$1350 00.

S. J. Payne to H. W. Payne 2 3/8 acres at Academy \$1350 00.

T. M. McNeel and Andrew Price, Special Commissioners to R. B. Stavin, lot 3 H. A. Yeager estate \$75 00.

Hannah C. Kennedy to M. C. Arbogast, 3 1/2 acres, Greenbank district.

Allice and E. E. Wilfong to Florence E. Shaffer, 2 acres on Deer Creek \$900.

Certificate of incorporation of the Red Eick Lumber Co. filed.

Nettie R. Arbogast to B. F. Kromer interest in land on Spellman Run, Greenbank district.

Blue Ridge Lumber Co. to O. M. Beer, mill property, timber, etc. on Moses Run, Greenbank district \$1000.

O. M. Beer to Red Lick Lumber Co., same property.

Jane Fleming to John C. McNeil, 44 acres on Swago creek.

M. W. and A. C. L. Gatewood and others to Lulu Brisco, lot 8, Stony Bottom, \$150.

Laura A. McLaughlin and husband to James M. Johnson, interest in Rachel Higgins land, \$500.

J. C. Campbell and Son to Horrick Deak Co, contract to saw lumber.

H. O. Dickenson and wife to A. B. Kincaid 1/2 acre near Darbin, \$36 00.

Rachel and Nannie W. Beard to Geo. R. Curry, and Geo. R. Curry to Rachel R. and Nannie W. Beard, division of the o w Beard land.

Division of Eline estate admitted to record.

Hattie and F. H. Kincaid to David Sullivan, house and lot in Marlinton, \$1750.

Samuel Sheets to David Finger lots in East Cass, \$1100.

J. O. Campbell and Sons to Horrick Deak Co, 13 acres, Sullivan land.

## Notice

To whom it may concern.

Notice is hereby given that Emma C. Dudley, Guardian of Mary Margaret Dudley and Emma Caroline Dudley, residents of the county of Augusta and state of Virginia, where the said Emma C. Dudley was duly appointed guardian of the said Mary Margaret Dudley and Emma Caroline Dudley, will make application to the Circuit Court of Pocahontas County, West Virginia, on the 4th day of June, 1907, the first day of the next term of the Circuit Court, for entering of an order authorizing the said guardian aforesaid, to transfer from the said State of West Virginia to the said State of Virginia the proceeds of a sale of certain real estate formerly belonging to the said Mary Margaret Dudley and Emma Caroline Dudley located in the said County of Pocahontas and State of West Virginia, now held under the orders of said Court in the hands of T. S. McNeel, the Guardian of the said Mary Margaret Dudley and Emma Caroline Dudley, appointed and qualified as such in the said County of Pocahontas and State West Virginia.

EMMA C. DUDLEY, Guardian of Mary Margaret Dudley and Emma Caroline Dudley, for the county of Augusta, and State of Virginia, By counsel.

L. M. McCLINTIC, Atty.

## Commissioner's Sale of valuable Timber Land

Pursuant to three decrees of the Circuit Court of Pocahontas county, West Virginia, entered in the Chancery cause of O. C. Burner vs. John T. McGraw and others at November term 1905 and June term 1906, and April term 1907, of said court, the undersigned Special Commissioner will on Thursday the 6th day of June, 1907, at the front door of the Court House of Pocahontas county West Virginia, sell to the highest bidder that part of 5500 acres of timber land situated on the Alleghany Mountains in Pocahontas county, West Virginia, on the waters of the North Fork of Sitlingtons Creek, or so much thereof as may be necessary; said tract of 5500 acres consists of about 600 acres of Lot No. 6 of the James Patent survey containing 3450 acres, 700 acres part of Lot No. 2 of said survey containing 2092 acres, 1686 acres, part of Lot No. 19 of said survey containing 2721 acres and 51 1/2 acres, part of Lots Nos. 13 and 14 of said survey; being the same land conveyed to John T. McGraw by E. M. Arbogast dated September 18th 1897 and recorded in deed book No. 23 page 97. Said lands are finely timbered and after the timber is removed are valuable for grazing purposes.

Terms of Sale: Cash at hand on day of sale sufficient to pay cost of suit and sale and debt due the plaintiff with interest thereon from . . . . . 190 . . . . . until paid, and balance payable in 6 months from day of sale, the purchaser executing bond with good personal security for the deferred payment and the legal title to be retained as ultimate security.

L. M. McCLINTIC, Special Commissioner.

I, J. H. Patterson, Clerk of the Circuit Court, certify that the above named commissioner has given bond as required by law.

J. H. PATTERSON, Clerk.

## A Public Notice

The Love Joy, McCorkrick and other lands owned by me on Laurel Creek, in Pocahontas County, are withdrawn from the market. The regulations, memoranda of all kinds, to any and all persons, with respect to the sale of these lands, is hereby withdrawn. Future regulations for the purchase of these lands, or any part thereof, must be made by me, and with me, personally.

J. T. McGraw.